

ASSIGNMENT OF RENTS AND LEASES

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JUN 21 1974

This Assignment of Rents and Leases dated as of the 15th day of May 1974 by and between North American Car Corporation, (herein "NAC"), North American Car (Canada) Limited (herein "Limited") and Security National Bank, not personally but solely as Trustee (herein the "Trustee") under the terms of an Equipment Trust Agreement (herein the "Equipment Trust") dated as of May 15, 1974 between the Trustee and NAC.

WHEREAS, NAC has leased certain cars described on Exhibit A hereto to its affiliate, Limited under the terms of an Agreement dated as of May 15, 1974 between NAC and Limited (herein the "Agreement"), (the Cars listed on Exhibit A hereto together with any other Cars which may from time to time become subject to the Agreement are herein called the "Cars"), and

WHEREAS, the Equipment Trust in Section 5.09 thereof, requires certain agreements for the benefit of the Trustee in the event of an assignment to an affiliate.

NOW THEREFORE, in consideration of the premises, it is agreed as follows:

1. Limited has taken the Cars subject to the rights of the Trustee under the Equipment Trust. Limited will not assert or enforce any claim or defense which it may have against NAC against the Trustee.

2. Limited shall not assign or transfer its rights in and to the Cars except to sublessees as would be permitted to NAC under the Equipment Trust or to NAC or to an affiliate of NAC as described in the Equipment Trust.

3. NAC hereby acknowledges that its lease to Limited does not relieve NAC of its obligations under the Equipment Trust.

4. Trustee hereby consents to the Agreement.

5. Limited hereby transfers and assigns to Trustee, for the equal and proportionate benefit of the Holders from time to time of the Trust Certificates as defined in the Equipment Trust, all of its right, title and interest, in, to, under or in respect of, and grants a charge on and security interest in, all rents, proceeds and other moneys now due and payable or hereafter to become due and payable in respect of the Cars under each and every lease, sublease and under each and every existing and future guarantee of all or any of the obligations of any lessee under any such lease or sublease including

(without limitation) all claims for damages arising out of any breach or any such lease, sublease or guarantee, together with the full power and authority, in the name of the Trustee, and Limited, or either of them, or otherwise to demand, sue for, enforce, collect, receive and receipt for any and all of the foregoing (Limited hereby irrevocably constitutes and appoints the Trustee the attorney-in-fact of Limited for such purposes). Any instrument made, executed and delivered by the Trustee on behalf of Limited shall be binding upon Limited and all persons claiming by, through or under Limited, with the same effect as if Limited had itself made, executed and delivered the same.

Limited as, lessor or sublessor, covenants and agrees that it shall cause substantially the following clause to be inserted in each lease or sublease of any of the Cars entered into after May 15, 1974.

"It is understood that some of the cars furnished Lessee under this Agreement and Lessor's rights under this Agreement may at the time of delivery to Lessee or at some future time during the term of this Agreement be subject to the terms of a Mortgage, Deed of Trust, Equipment Trust, Pledge or Assignment or similar ~~security~~ arrangement. Lessee agrees that the cars may be stenciled or marked to set forth the ownership of any such cars in the name of a mortgagee, trustee, pledgee, assignee or security holder and that this agreement and Lessee's rights hereunder are and shall at all times be subject and subordinated to any and all rights of any mortgagee, trustee, pledgee, assignee or security holder. As to the cars subject hereto, this Agreement and the rentals hereunder may have been assigned and may in the future be assigned to the holder, if any, of the superior lien from time to time on each car as determined with reference to the filings under Section 20c of the Interstate Commerce Act; however, until notified to the contrary by any person reasonably proving to the Lessee's satisfaction that he is the assignee of this Agreement of the rentals hereunder, the Lessee is to pay all rentals to the order of the Lessor. Lessee hereby consents to and accepts such assignments."

Limited further covenants and agrees to use its best efforts to cause substantially the following additional clause to be inserted in each Lease or sublease entered into after May 15, 1974:

"Lessee agrees that no claim or defense which Lessee may have against Lessor shall be asserted or enforced against any assignee of this Agreement."

Limited hereby irrevocably directs all persons now or at any time obligated under each and every such lease or sublease to pay to the Trustee or its agent, as its corporate trust office, all payments due and to become due and all other sums assigned pursuant to the Assignment of Rents and Leases.

Any and all rights of the Trustee under this Assignment of Rents and Leases may be exercised pursuant to or as contemplated by the provisions of this Assignment of Rents and Leases and each and every lease or sublease. The assignment provided for in this Assignment of Rents and Leases shall be effective immediately and is not conditioned upon the occurrence of an event of default under the Equipment Trust or any other event or contingency.

The foregoing assignment shall be subject to the following additional provisions:

(a) The Trustee hereby appoints Limited as its agent, and Limited hereby accepts such appointment, to collect and receive all payments due and to become due under leases or subleases in respect of the Cars, provided, that if an event of default shall happen and be continuing under the Equipment Trust, the Trustee may terminate such agency and such agency shall terminate immediately upon notice of such termination from the Trustee to Limited and provided further, that prior to receipt of such notice, Limited may make such use of any moneys received pursuant to its agency hereunder as it would otherwise be entitled to except for the assignment under this Assignment of Rents and Leases.

(b) Any action, suit or proceeding brought by the Trustee following such termination of such agency pursuant to any of the terms hereof or otherwise, and any claim made by the Trustee hereunder, may be compromised, withdrawn or otherwise dealt with by the Trustee without any notice to or approval of Limited.

(c) The Trustee shall not be obligated to take any steps necessary to preserve any rights in any lease or sublease against prior parties who may be liable in connection therewith and it is expressly agreed that, anything herein contained to the contrary notwithstanding, Limited shall remain liable under the leases and subleases to which either is a party to perform all of the obligations assumed or to be assumed by it thereunder and the Trustee shall have no obligation or liability under any lease

or sublease by reason of or arising out of this assignment, nor shall the Trustee be required or obligated in any manner to perform or fulfill any obligation of Limited under or pursuant to any lease or sublease, or to make any payment, or to make any inquiry as to the nature of sufficiency of any payment received by it, or present or file any claim, or take any other action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled hereunder at any time or times, and Limited shall and does hereby agree to indemnify and hold the Trustee harmless of and from any and all liability, loss or damage which it may or might incur with respect to or arising under any lease or sublease or this assignment.

(d) Limited agrees to mark each executed counterpart of each lease or sublease held by it under which it is lessor with the following:

"This lease has been assigned to the holder of the superior lien from time to time on each car as determined with reference to the filings under Section 20c of the Interstate Commerce Act."

(e) Limited as its expense shall, during the first ninety days of each calendar year, cause any document confirmatory of this assignment or such other instrument as may be designated by applicable law, to be recorded, registered and filed in such manner and in such places, and will pay all such recording, registration, filing or other taxes, fees and other charges, and will comply with all such statutes and regulations, as may be required for proper protection of the security interest under this assignment, and of the rights of the Trustee, its successors and assigns and the holders of the Trust Certificates.

(f) Limited promptly after the execution hereof, shall give notice in writing in form satisfactory to the Trustee to all lessees under all presently existing leases or subleases under which it is lessor not containing an effective subordination clause of the existence of this assignment which notice shall direct such lessees, upon receipt of notice from the Trustee, to pay to the Trustee all rentals now or in the future due or owing in respect of the Cars under any such lease or sublease. Such notices shall be sent by certified mail, return receipt requested, and such receipts shall be directed to the Trustee. Limited shall use reasonable efforts to obtain as promptly as possible acknowledgements, in form satisfactory to the Trustee, of the receipt of all such notices with respect to such leases or subleases; and Limited will promptly deliver all such acknowledgements to the Trustee.

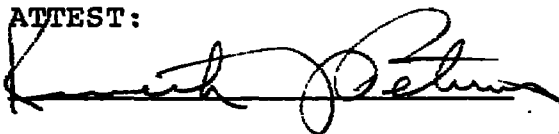
(g) Upon request of the Trustee, Limited agrees to execute and deliver to the Trustee a document separate and apart from this Equipment Trust embodying the provisions of this Assignment of Rents and Leases for the purpose of notifying the lessees under such leases or subleases of this Assignment of Rents and Leases and directing such lessees to make payments due under such leases or subleases to the Trustee.

6. Although this Assignment of Rents and Leases, for convenience and for the purpose of reference, is dated as of May 15, 1974, the actual dated of execution by NAC, Limited and by the Trustee is as indicated by their respective acknowledgements hereto annexed.

7. The provisions of this Assignment of Rents and Leases, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of Illinois; provided, however, that if the Trustee shall have its principal office and place of business in the State of New York, the duties and responsibilities of the Trustee hereunder shall be governed by the laws of the State of New York. NAC and Limited, being bodies corporate, hereby agree that The Limitation of Civil Rights Act of the Province of Saskatchewan, and amendments thereto, shall have no application to this Assignment of Rents and Leases or any extensions or renewals hereof, or to any agreement collateral hereto, or to the rights, powers or remedies of the Trustee or any other person under this Assignment of Rents and Leases, or any extension or renewal hereof, or any agreement collateral hereto, and hereby waives and releases all its rights, benefits and protection given it by Sections 22A, 22B, 22C and 22D of the Bills of Sale Act of the Province of British Columbia, and amendments thereto.

IN WITNESS WHEREOF, NAC, Limited and Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

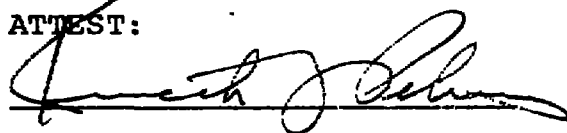
ATTEST:



NORTH AMERICAN CAR CORPORATION

By 
Vice President

ATTEST:



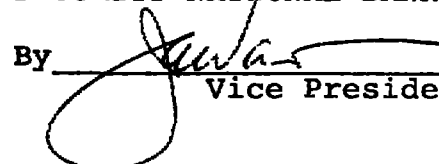
NORTH AMERICAN CAR (CANADA) LIMITED

By 
Vice President

ATTEST:



SECURITY NATIONAL BANK, Trustee

By 
Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 10th day of June, 1974, before me personally appeared JOHN E. FLYNN, to be personally known, who, being by me duly sworn, says that he is Vice President of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires:
June 6, 1976

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

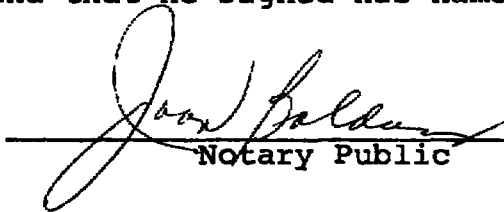
On this 10th day of June, 1974, before me personally appeared ROBERT B. OPPENHEIMER, to be personally known, who, being by me duly sworn, says that he is Vice President of NORTH AMERICAN CAR (CANADA) LIMITED, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires:
June 6, 1976

STATE OF NEW YORK)
) SS
COUNTY OF NASSAU,)

On this 18th day of June, 1974, before me personally came JAMES A. WATERMAN to be known, who, being by me duly sworn, says that he resides at 63 DOLLARD DRIVE, NORTH BABYLON NEW YORK, that he is a Vice President of Security National Bank, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.



Notary Public

My Commission Expires:

JOAN BALDWIN
Notary Public, State of New York
No. 20-5159605
Qualified in Nassau County
Certificate filed in Suffolk County
Commission Expires March 30, 1976

EXHIBIT A

No. of Cars	Description	Serial No.
33	Class 111A100W1 Ton, 20,000. Gallon Capacity Tank Cars	23038-23045 23060-23084
5	Class 111A60W1 100 Ton, 23,000 Gallon Capacity Tank Cars	24400-24404
38	Canadian Tank Cars	

EXHIBIT A (CONTINUED)

No. of Cars	Description	Serial No.
143	Class 10, 100 Ton 4550 Cu. Ft. Covered Hopper Cars	45900-45930 45932-45937 45939-45946 45948-45951 45953-45965 45968 & 45969 45973-45976 45978-45981 45983-45985 45987-45989 45991-45995 45999 & 46000 46003 46005 46007-46009 46011-46013 46017 46019 46025 46031 46037 46039 46042 & 46048 46050 & 46052 46054-46056 & 46058 46061 & 46063 46064 - 46070 46073-46099

Canadian Hopper Cars